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Negotiated Contract NAW- 6471

**NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS
1724 F Street, Northwest,
Washington, D. C.**

**SERVICES CONTRACT
(Negotiated)**

THIS CONTRACT, entered into this 1st day of January 1956 by the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, represented by the Contracting Officer executing this contract, and the Lockheed Aircraft Corporation, Burbank, California, hereinafter called the Contractor, witnesseth that the parties hereto do agree as follows:

ARTICLE 1 - STATEMENT OF WORK - The Contractor shall furnish to the Government, as requested by the Government from time-to-time during the period of this contract, the services of fully qualified airplane pilots (estimated as a maximum at any one time of 30 such pilots) for the consideration of \$833.33 per pilot per calendar month, or portion of a month, plus an administrative charge of \$250.00 per month which administrative charge shall serve to reimburse the Contractor for all direct costs, indirect costs and fees attributable to and associated with the Contractor's efforts in providing this service to the Government. Such services shall be made available to the Government at a place or at places specified by the Government but the Government shall bear the costs of transportation of such pilots from Burbank, California to such place or places and return and the Government shall bear all other expenses whatsoever associated with utilization of the services of such pilots, including normal and special flight gear, additional special training, messing and housing while performing services as directed by the Government, and similar costs and expenses.

The term of this contract shall commence 1 January 1956 and shall be completed 30 June 1956, PROVIDED, however, that such term may be extended at the election of the Government for periods of one year, not to exceed two such periods, or until 30 June 1958, or for any portion of such additional period of time after 30 June 1956 or after 30 June 1957.

ARTICLE 2 - CHANGES - The Contracting Officer may from time-to-time by written order referencing this contract, direct that the Contractor increase or decrease the number of pilots whose services are being furnished hereunder to the Government. The Contractor shall have a minimum notice of 30 days to effect such increase or decrease in numbers of pilots being furnished.

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ARTICLE 3 - PAYMENT - The Contractor may invoice the Government on a monthly basis for pilot services furnished hereunder at the stipulated price per pilot per month plus the fixed administrative service charge of \$250.00 per month. The Government shall make prompt payment of such services.

ARTICLE 4 - MILITARY SECURITY - If this contract is stamped "Restricted," "Confidential," or "Secret," the subject matter of this contract and all work hereunder have been determined to be classified military information, and as such to be governed by the provisions of the Espionage Act (U. S. Code, Title 50, Sections 31 and 32). In addition it is agreed that any classified information provided in connection with work on the project will be handled in accordance with such security regulations. In such cases, the Contractor shall bring the provisions of this paragraph to the attention of every person associated with his organization who has any connection with this project.

ARTICLE 5 - EMPLOYMENT OF ALIENS - If the work hereunder has been determined to be classified military information (Article 4), no alien shall be employed by the Contractor on any phase of this contract, except with the prior approval of the Director.

ARTICLE 6 - DISPUTES - All disputes concerning questions of fact, which may arise under this contract and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall mail to the Contractor a written notification of his determination. Within 30 days from said mailing, the Contractor may appeal to the agency head whose decision or that of his duly authorized representative shall be final and conclusive upon the parties. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

ARTICLE 7 - TERMINATION AT THE OPTION OF THE GOVERNMENT - The performance of work under this contract may be terminated by the Government whenever the Contracting Officer shall determine that such action is for the best interests of the Government. If this contract is so terminated, fair compensation for the work performed will be provided for the Contractor.

ARTICLE 8 - NONDISCRIMINATION IN EMPLOYMENT - In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, up-grading, demotion, or transfer; recruitment or recruitment advertising;

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layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 - COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this contract or, at its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 10 - OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

ARTICLE 11 - DEFINITIONS -

(a) The term "Director" as used herein shall include his duly authorized representative.

(b) The term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE 12 - EXAMINATION OF RECORDS

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "Subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000, and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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ARTICLE 28 - ALTERATIONS - The following changes were made in this contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

(Official Title)

(Contractor)

TWO WITNESSES:

By _____

(Official Title)

(NOT: In the case of a corporation, witnesses are not required, but certificate below must be completed.)

(Business Address)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor in the foregoing contract; that _____ who signed said contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

THIS NEGOTIATED CONTRACT IS AUTHORIZED BY: Section 2 (c) () of the Act of February 19, 1948, Public Law 413, 80th Congress.